

ACCESS AGREEMENT

Return To:

~~Beverly J. Klug~~
as Agent for MOTIVA ENTERPRISES LLC
12700 Northborough, Suite 130
Houston, TX 77067

Return To:

Bourland, Heflin, Alvarez, Minor & Matthews, P.C.
5400 Poplar Avenue, Suite 100
Memphis, TN 38110

This **Access Agreement** ("**Agreement**"), dated as of the 1st day of December, 2006, is by and between Motiva Enterprises LLC, a Delaware limited liability company ("**Seller**"), with offices located at 12700 Northborough, Suite 100, Houston, Texas 77067 and Circle K Stores Inc., a Texas corporation with offices located at 315 Commons Mall, Columbus, Indiana 47201 ("**Buyer**").

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase and Sale Agreement dated as of the 4th day of October, 2006 (the "**Purchase Agreement**"), pursuant to which Seller has agreed to transfer to Buyer and Buyer has agreed to accept from Seller, all of Seller's right, title and interest in and to the Assets, including without limitation the Purchased Premises described on **Exhibit A** hereto (the "**Premises**"); and

WHEREAS, in accordance with the Purchase Agreement, Seller may require access to the Premises in connection with certain post-closing activities contemplated or required by the terms of the Purchase Agreement;

NOW, THEREFORE, in exchange for the mutual promises and considerations stated herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1. DEFINITIONS AND PROCEDURES

1.1 **Definitions and Procedures.** Unless defined in this Agreement or the context shall otherwise require, terms used and not defined herein shall have the meanings set forth in **Schedule A** hereto, and unless otherwise provided in this Agreement, all rules as to usage and procedural conventions set forth in **Schedule B** shall govern this Agreement.

Cost Center:142791
Address:35 Goodman Road, Southaven, MS

Bourland 

ARTICLE 2. GRANT OF LICENSE

2.1 Grant of License. (a) Buyer, as owner or tenant of the Premises, hereby grants, subject to the limitations of any leasehold agreement in respect of a Leased Premises, a nonexclusive irrevocable license from the date of this Agreement to Seller, its employees, authorized agents and contractors, to enter the Premises to perform any and all post Closing activities contemplated by Section 4.6 (*UST System Matters*), Section 9.7 (*Future Conveyances/ Leases*), Section 9.9 (*Post Closing Arrangements Relating to Contract Operator Premises*), Article 12 (*Environmental Indemnification*) and Article 13 (*Cooperation and Performance of Environmental Remediation and Indemnification*) of the Purchase Agreement, which activities include, but are not limited to, (i) tank removal or closure activities, (ii) remediation activities, and (iii) engineering or environmental studies, tests, surveys, appraisals, inspections or assessments relating thereto.

(b) This Agreement shall be construed as a temporary license to enter the Premises for the purposes set forth in the Purchase Agreement and is not intended to be a grant of an easement or any other interest in the Premises.

ARTICLE 3. COVENANTS

3.1 Assignment, Successor and Assigns. In the event Buyer's interest in the Premises is conveyed, transferred, leased or in any way assigned in whole or in part to any other person or entity, whether by contract, operation of law or otherwise prior to the termination hereof, Buyer shall (a) obtain in writing and record a right to access for Seller, and its employees, authorized agents and contractors over such Premises, with such right of access to be (i) in the same form as this Agreement, (ii) binding on any transferee and its successors or assigns, and (iii) recorded with, or the contents thereof contained in, the deed or lease transferring the Premises; and (b) make any such future conveyance of the Premises expressly subject to all of the terms and conditions of Section 9.7 (*Future Conveyances/Leases*) of the Purchase Agreement.

ARTICLE 4. TERMINATION

4.1 Termination. This Agreement shall automatically terminate, without any further action of either Seller or Buyer, upon the later to occur of: (a) termination of Seller's rights and obligations under Section 4.6 (*UST System Matters*) of the Purchase Agreement or (b) Seller's obligation, if any, to indemnify Buyer or perform Remediation pursuant to Article 12 (*Environmental Indemnification*) and/or Article 13 (*Cooperation and Performance of Environmental Remediation and Indemnification*) of the Purchase Agreement. Notwithstanding this Section 4.1, this Agreement shall immediately terminate in the event Buyer (a) no longer has the right to occupy the Premises under a lease or other similar estate in land creating an interest in the real property constituting the Premises or (b) sells, transfers or conveys the Premises to any Third-Party.

**ARTICLE 5.
INDEMNIFICATION; LIMITATIONS**

5.1 Indemnification. This Agreement is delivered pursuant to the Purchase Agreement and is subject to the provisions, including, without limitation, provisions relating to indemnification by Seller and by Buyer, and the limitations in respect of such indemnification set forth therein.

**ARTICLE 6.
MISCELLANEOUS**

6.1 Dispute Resolution. All disputes between Seller and Buyer arising out of, relating to, or in connection with this Agreement, including, without limitation, any Claim or question relating to this Agreement's negotiation, performance, non-performance, interpretation or termination or the relationship between Seller and Buyer contemplated or established by this Agreement, shall be referred to and finally resolved pursuant to the dispute resolution provisions of **Schedule B**. This Section 6.1 shall survive indefinitely.

6.2 Notice. Any notice, consent, request, report, demand, or other document required to be given to one Party by the other shall be in writing and be delivered to or mailed to the receiving Party at its address and in the manner set forth in the Purchase Agreement. In addition, notice shall also be sent to Buyer as follows:

Circle K Stores Inc.
2440 Whitehall Park Drive, Suite 800
Charlotte, NC 28273
ATTN: Environmental Remediation Manager

6.3 Environmental Investigation and Remediation. **Seller and Buyer agree that no provision of this Agreement shall expand Seller's obligations to respond to Environmental Conditions not specifically identified in the Purchase Agreement and shall not be construed to be an admission of liability, wrongdoing or violation of any Law by Seller or Buyer or their predecessors, successors or permitted assigns.**

6.4 Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of Mississippi, excluding any conflict of law principles that would direct application of the laws of another jurisdiction.

6.5 Waiver. No waiver by any party of any breach of the covenants and/or agreements set forth herein, or any rights or remedies provided hereunder and no course of dealing shall be deemed a continuing waiver of the same or any other breach, right or remedy, unless such waiver is in writing and is signed by the party sought to be bound. The failure of a party to exercise any right or remedy shall not be deemed a waiver of such right or remedy in the future.

6.6 Collective Transaction. Seller and Buyer acknowledge that this Agreement has been entered into and Seller and Buyer have agreed to perform post-Closing obligations under the Purchase Agreement in connection with, and in reliance on, the other party's execution of and agreement to perform under each of this Agreement, the Purchase Agreement, the Branding Agreement and the RVI Conversion Agreement, which, in the case of this Agreement and Branding Agreement, run with and burden the Purchased Premises.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

MOTIVA ENTERPRISES LLC

Witnessed by:

Janine Yee
 Janine Yee
 Lauri M. Curtis
 Lauri M. Curtis

By:

Name: Charles T. Badrick

Title: Attorney-in-Fact

STATE OF TEXAS)
COUNTY OF HARRIS)) SS.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of November, 2006, within my jurisdiction, the within named Charles T. Badrick, who acknowledged that he is Attorney-in-Fact of and for Motiva Enterprises LLC, a Delaware limited liability company, and that in said representative capacity, and for and on behalf of said Motiva Enterprises LLC and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

Witness my hand and official seal.

My commission expires:

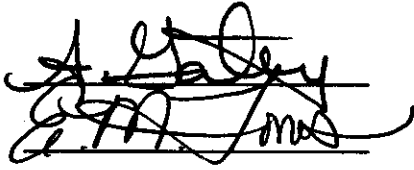
4-25-2010

Key H. Krupp
NOTARY PUBLIC



Witnessed by:

CIRCLE K STORES INC.



By:

Name: Brian Hannasch

Title: Executive Vice President

STATE OF TEXAS

)

) SS.

COUNTY OF HARRIS

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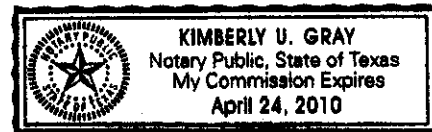
Personally appeared before me, the undersigned authority in and for the said county and state, on this 30 day of November, 2006, within my jurisdiction, the within named Brian Hannasch, who acknowledged to me that he is Executive Vice President of Circle K Stores Inc., a Texas corporation, and that for and on behalf of said corporation, and as the act and deed of said corporation, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Witness my hand and official seal.

My commission expires:


 NOTARY PUBLIC

Prepared By:
 Beverly J. Klug
 as Agent for **MOTIVA ENTERPRISES LLC**
 12700 Northborough, Suite 130
 Houston, TX 77067
 Telephone No.: (281) 874-4886



[Indexing instructions to come]

Seller: Motiva Enterprises LLC
Address: 12700 Northborough Drive
Houston, TX 77067
Phone: (281) 874-4886

Buyer: Circle K Stores Inc.
Address: 2440 Whitehall Park Drive, Suite 800
Charlotte, NC 28273
Phone: (704) 583-5722

Premises Address: 35 Goodman Road, Southaven, DeSoto County, MS

Index: Lot 4, Final Plat of First Revision to the Second Addition to F.P Smith – Two Lot Subdivision, located in Section 31, Township 1 South, Range 7 West, DeSoto County, Mississippi as per Plat recorded in Plat Book 56, Page 1, being a replat of Lot 4, Second Addition to F. P. Smith – Two Lot Subdivision, Section 31, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi as per Plat recorded in Plat Book 54, Page 23, in the Chancery Clerk's Office of DeSoto County, Mississippi.

EXHIBIT "A"

Lot 4, Final Plat of First Revision to the Second Addition to F.P. Smith - Two Lot Subdivision, located in Section 31, Township 1 South, Range 7 West, DeSoto County, Mississippi as per Plat recorded in Plat Book 56, Page 1, being a replat of Lot 4, Second Addition to F.P. Smith - Two Lot Subdivision in Section 31, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi as per Plat recorded in Plat Book 54, Page 23, in the Chancery Clerk's Office, DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

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35 Goodman Road, Southaven, MS